

**CITY OF HARLAN**  
**POLICE AND PUBLIC WORKS**  
**DEPARTMENTS**

**COLLECTIVE BARGAINING**  
**AGREEMENT**

**JULY 1, 2007 THROUGH JUNE 30, 2011**

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## **PREAMBLE**

This agreement entered into by the City of Harlan, Iowa (hereinafter referred to as "City" or the "Employer") and the American Federation of State, County and Municipal Employees Council #61 (hereinafter referred to as the "Union") has as its purpose the promotion of harmonious relations between the Public Employer and the Union.

## **ARTICLE 1 RECOGNITION**

Pursuant to, and in accordance with, all applicable provisions of the Public Employment Relations Act of the State of Iowa (hereinafter referred to as the "Act"), and in recognition of the Public Relations Board's certification of said Union, the City does hereby recognize the Union during the term of this Agreement as the sole representative for all regular full-time employees in the unit as certified by PERB in case # 6079.

## **ARTICLE 2**

### **UNION-MANAGEMENT RELATIONS**

All formal negotiations, or bargaining, with respect to the terms and conditions of this Agreement shall be conducted by authorized representatives of the Union and such authorized representative of the City at mutually agreed upon dates and times.

Agreements resulting from such negotiations shall become effective only when signed by the authorized representatives of the parties.

## **ARTICLE 3**

### **UNION RIGHTS**

Except as otherwise specifically provided in this Agreement, the Union retains the right to exercise all the rights and functions of the Union, including those set forth in law. The Employer will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the employees to refrain from Union membership.

## **ARTICLE 4**

### **MANAGEMENT RIGHTS**

Except as otherwise specifically provided in this Agreement, all the rights, powers, authority and prerogatives that the Employer had prior to this Agreement are retained by and reserved to the Employer and shall remain within its exclusive control. The exercise of those rights shall not be subject to the grievance procedure in this Agreement or any negotiation with the Union.

## **ARTICLE 5**

### **NON-DISCRIMINATION**

The Employer and the Union agree not to discriminate against any qualified individual with respect to his/her hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, age, sex, handicap, national origin, nor will they limit, segregate or classify employees in any way to deprive any qualified individual employee of employment opportunities because of his/her race, color, religion, age, sex, handicap, or national origin. Disputes concerning this Article shall not be subject to the grievance procedures contained in this Agreement.

## **ARTICLE 6**

### **DUES CHECK-OFF**

The employer agrees to deduct union dues from the pay of those employees who individually request in writing that such deductions be made, subject to the garnishment laws of the state of Iowa. The amount to be deducted shall be certified to the City by the Local Union. The deductions shall be remitted together with an itemized statement, to AFSCME Iowa Council 61 by the 10<sup>th</sup> of the succeeding month, after such deductions are made. The authorizations shall be revocable during the term of the agreement upon 30 days written notice by the employee to the city.

The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or filed against the City as a result of any action taken or not taken by the City in accordance with the provisions of this Article.

#### **Union Security Provisions**

In the event enhanced union security provisions- the collection of fair share or agency shop fees from bargaining unit members who are not members of the Union-become authorized by state law, the parties agree to implement these enhanced union security provisions within thirty (30) days of the effective date of the applicable legislation.

## **ARTICLE 7**

### **USE OF BULLETIN BOARDS**

The City will provide reasonable space on the regular employee bulletin boards for official Union notices limited to materials regarding the following:

1. Union meetings and events.
2. Union elections.
3. Union educational material.

## **ARTICLE 8 DEPARTMENTAL RULES**

The Employer shall have the right to establish and/or modify such reasonable rules and regulations as may be deemed necessary by the Employer for the conduct of the affairs of the City. Each employee shall comply with the work rules.

## **ARTICLE 9 PROBATIONARY PERIOD**

All original and promotional appointments shall be subject to the serving of a probationary period, which shall be considered as part of the examining process as follows:

### New Hires and Promotional Appointments

Newly appointed employees shall serve a probationary period of six (6) months.

Police Department employees will serve a probationary period from the date of hire through the completion of nine (9) months following successful graduation from the Law Enforcement Academy and six (6) months for promotional appointments.

### Separation

The City may separate probationary employees for any cause during their probationary period without any appeal. The City may discharge any such probationary employee without notice to the Union.

## **ARTICLE 10 SENIORITY AND TRANSFERS**

Seniority for employees covered by this Agreement shall be defined as the continued period of employment with the Employer since the employees most recent date of hire. In computing seniority, periods of employee suspension and leaves without pay, which exceed thirty (30) calendar days, shall be deducted from the employee's time of seniority. The Employer shall decide if there is a vacancy in an existing or new position. If the Employer determines that there is a vacancy and elects to fill the vacancy, the Employer shall post the vacancy so that interested employees may apply.

### **Between Job Classification Transfers**

The Employer shall have the discretion to fill vacancies based on qualifications either with existing employees or new hires when the proposed transfer is between existing job classifications or to a new job classification.

## **ARTICLE 11 LAYOFF AND RECALL**

SECTION 1. Determination as to whether a lay-off is necessary shall be the sole prerogative of the Employer, and shall not be subject to the grievance procedure.

The Employer shall give at least fifteen (15) days notice in the event of a lay-off to the Union. Lay-off shall occur within affected job classifications, and shall be based upon seniority with the least senior Employee within the affected classification being laid-off first.

The order of layoff shall be as follows:

1. Temporary appointees when needed to maintain a program.
2. Provisional employees when needed to maintain a program.
3. Probationary employees.
4. Regular part-time employees.
5. Regular employees in reverse order of their seniority.

The displaced Employee may bump the least senior Employee in a job classification previously held by the displaced Employee or in an entry level position (bumped Employee must also have less seniority), provided that the displaced Employee is qualified for the position and able to perform the work.

SECTION 2. Laid-off Employees shall be called back in reverse order of their lay-off for a period not to exceed two (2) years to vacancies in the last held job classification, previously held job classifications or entry level positions; provided, that the recalled Employee is qualified for the position and able to perform the work. Laid-off Employees have the obligation to keep the Employer advised as to their current address. Notification of recall shall be in writing by certified mail. If the recalled Employee does not accept the recall offer within seven (7) days the offer is considered declined and the employees name shall be removed from the recall list.

## **ARTICLE 12**

### **GRIEVANCE PROCEDURE**

#### **Section A. Definition**

A grievance shall be defined as a dispute as to the application or interpretation of any part or clause of this Agreement.

#### **Section B. Procedure**

The parties agree to act in good faith to resolve any grievance presented by an employee. Such grievances may be presented at the first step of the procedure within ten (10) calendar days of the incident giving rise to complaint. The procedure is as follows:

Step 1. Within ten (10) calendar days after the incident giving rise to the complaint the employee, or Union Representative, shall then present a written grievance signed by the affected employee to the Department Superintendent, or designee, who shall respond within ten (10) calendar days.

Step 2. If not resolved, the employee shall, within ten (10) calendar days, present the Grievance to the City Administrator who shall respond within twenty one (21) calendar days.



Step 3. If not resolved, the grievance may be submitted to arbitration within twenty one (21) calendar days after the decision in Step 2 by submitting written notice to the City Administrator. Such notice shall specify the sections alleged to have been violated. The parties shall promptly meet to attempt to agree upon an Arbitrator but if no agreement is reached they will jointly request that the Iowa Public Employment Relations Board submit to the parties a list of five (5) arbitrators and, by alternately striking names, an arbitrator will be selected.

### **Section C. Limitations**

The arbitrator shall not have the power to add to, subtract from, or modify the terms of this Agreement. The decision of the arbitrator shall be final and binding on both parties.

The Employer and the Union shall share the arbitrator's fees and expenses equally. However, each party shall be responsible for compensating their own representatives and witnesses as well as paying for necessary transcripts of the proceedings, if desired.

The failure of the employee to appropriately present the grievance within the specified time limits shall render the matter resolved and not subject to further appeal. The affected employee(s) must sign all written grievances. Employees are entitled to Union representation at all steps in the grievance procedure.

When necessary, employees and their representatives, if an employee of the City, shall be released from work without loss of pay for a reasonable time for the investigating and settling of grievances, provided the Supervisor is given sufficient advance notice to adjust work schedules.

All time limits contained in this Article may be extended by mutual agreement.

## **ARTICLE 13 HOURS OF WORK**

### **Section A. Sworn Police Work Week and Overtime**

The City shall determine the normal workday for the regular full-time employees of the Police Department. Specific work schedules, including hours and days, shall be issued by the City. Normally, there will be a thirty minute paid lunch period available for each employee, however, each Officer is expected to be on duty at all times. Each employee shall normally receive a fifteen (15) minute paid rest period during each one-half (1/2) shift. The times and arrangements for lunch and rest periods may vary depending upon the nature of the work being performed and will be granted at the sole discretion of the immediate supervisor.

Actual work time in excess of the Officer's regular work schedule during the fourteen (14) day work period, i.e. eighty (80) hours, will be compensated at the Officer's time and one-half (1 ½) rate either in cash or compensatory time off as determined by the City, however, the employee's request shall be given strong consideration. Compensated leave time such as Vacation, Holiday, Sick, etc. shall count as time worked for the purpose of computing overtime. Except in emergencies, employees must receive the prior approval of their supervisor before working any overtime. Compensatory time off shall be granted at the discretion of the City. In the event an employee accumulates a balance of compensatory time in excess of sixteen (16) hours the Chief may direct that employee to use sufficient hours to reduce the balance to sixteen (16) hours within a reasonable time.

### **Section B. Non-Police Employees Work Week and Overtime**

The normal workweek for the non-sworn and non-police employees shall consist of five (5) days, each including eight (8) hours of work. Specific work schedules, including hours and days, shall be issued by the Department Superintendent. Each employee shall normally receive a fifteen (15) minute paid rest period during each one-half (1/2) shift. The times and arrangements for lunch and rest periods may vary depending upon the nature of the work being performed and will be granted at the sole discretion of the immediate supervisor.

Actual work time, in excess of the employee's regular work schedule during the fourteen (14) day work period, i.e. eighty (80) hours, will be compensated at the employee's time and one-half ( $1\frac{1}{2}$ ) rate either in cash or compensatory time off as determined by the City, however, the employee's request shall be given strong consideration. Compensated leave time such as Vacation, Holiday, Sick, etc. shall count as time worked for the purpose of computing overtime. Except in emergencies, employees must receive the prior approval of their supervisor before working any overtime. Compensatory time off shall be granted at the discretion of the City.

**Section C. Minimum Call-Out Time**

All employees who are called out for work above and beyond their normal work week shall be guaranteed a minimum of two (2) hours paid at time and one-half ( $1\frac{1}{2}$ ) for all emergency calls. When a member of the Harlan Police Department is required to be in court on a day they are off duty, a minimum of two (2) hours will be paid at time and one-half ( $1\frac{1}{2}$ ).

**Section D. Non-Pyramiding Provision**

Payment of overtime at a premium rate shall not be compounded or paid in addition to any other premium rate paid for work incurred during the same work period. There shall be no duplication or pyramiding of any premium pay provided for under the provisions of this Agreement for the same hours worked.

Overtime is all time properly authorized and worked in units of one-quarter ( $\frac{1}{4}$ ) hour or more which is in excess of eight (8) hours per day or forty (40) hours per week as described in Sections A. and B. above.

## **ARTICLE 14**

### **HOLIDAYS**

Only full-time employees shall be eligible for official holidays, as established by the City Council, for each year. The following ten (10) paid holidays will be observed by the City:

- A. One-Half (1/2) New Year's Eve Day\*
- B. New Year's Day
- C. Memorial Day
- D. Independence Day
- E. Labor Day
- F. Veterans Day
- G. Thanksgiving Day
- H. The day after Thanksgiving
- I. One-half (1/2) Christmas Eve Day\*
- J. Christmas Day
- K. Floating Holiday (employee's birthday is an option)

\*When these two (2) days occur on Friday, Saturday or Sunday they will not be observed but will result in the observance of one additional Floating Holiday for that year to occur on or after the individual employee's anniversary date of hire.

#### **Non-Police Employees**

When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

#### **Sworn Police Employees**

Each Holiday will be recognized on the actual day and does not change to the preceding or following day as with non-Police employees. The day for the Holiday is recognized for the full shift on the actual day on which the shift starts. Each employee shall receive eight (8) hours holiday pay for the Holiday and then time and one half (1 1/2) hours actually worked on the recognized Holiday for up to ten (10) hours then back to straight time unless worked over forty hours for the week.

The allowance of the Floating Holiday must be coordinated with the employee's superintendent and must be used within a calendar year.

Upon termination of employment, for any reason, an employee shall be paid for any unused Floating Holiday(s) accumulated.

Any employee who has an unexcused absence on the working day immediately preceding or following a holiday may forfeit his/her right to payment for that holiday.

When a holiday occurs during a leave of absence for which an employee received compensation, (i.e. vacation, sick, compensatory, emergency, or injury) holiday pay will be provided on the prescribed holiday.

An employee of the Police Department working a holiday will be paid eight (8) hours holiday pay at straight time and regular shift pay at time and one-half for time actually worked.

## **ARTICLE 15**

### **VACATIONS**

It is the intention of the City Council to allow full-time employees vacation time such that they will be relieved of their obligation to report for work for a period of time each year. During this period, the employee is to receive pay at the regular straight time rate for as many hours as the employee would regularly be employed during that time. Vacations should be requested as early as possible and generally, no less than thirty (30) days prior to the time the vacation is desired. Preferences regarding vacation times shall be granted in accordance with seniority. Scheduling problems may exist. Therefore, it is best to give at least two (2) choices for vacation time. Within the constraints of seniority, the immediate supervisor shall make effort within reason to give the employee the vacation as requested. However, circumstances may require the immediate supervisor to ask the employee to make another vacation choice.

#### **VACATION - LESS THAN ONE (1) YEAR SERVICE**

Vacation leave shall not be allowed to an employee whose term of employment is less than one (1) year. After one (1) year of employment, vacation leave shall be computed for the full employment period.

### **VACATIONS - MORE THAN ONE (1) YEAR'S SERVICE**

For all full-time employees with more than one (1) year service, vacation credit time shall accumulate during the anniversary year as follows:

After 1 year of service	5 working days
After 2 years of service	10 working days
After 5 years of service	12 working days
After 10 years of service	15 working days
After 15 years of service	1 working day for each year of service up to 20 days maximum

### **VACATION CREDIT AT TERMINATION**

Upon termination of employment, an employee shall be paid for unused vacation credit, including that accumulated in the current vacation year. Such time will be paid for at the rate of pay applicable at the time of termination.

### **VACATION CREDIT NOT CUMULATIVE**

Unused vacation time will not accumulate from vacation year to vacation year. That is, vacation credit not used in the vacation year following that in which it was earned shall be forfeited except as follows: if an employee foregoes all or part of employee's vacation at the request of the superintendent, such vacation or credit shall not be forfeited, but shall be paid in cash. With the consent of the superintendent and the City Administrator, one week of vacation may be carried over from one vacation year to the next one. Applications for permission to carry over vacation time should be written and turned in to the City Administrator not later than thirty (30) days before the employee's anniversary date for vacation time to be taken the following vacation year.

### **VACATION YEAR**

The vacation year shall be determined by each employee's anniversary date to the day before their anniversary date, inclusive.

Vacation time taken during any vacation year must be that earned as vacation credit the previous vacation year.

## **ARTICLE 16**

### **LEAVES**

#### **SICK LEAVE**

No sick leave credit shall be allowed an employee until the employee has completed his/her probationary period. At the end of said probationary period, credit shall be computed from the date of employment.

### **MONTH OF SERVICE**

Months of service shall be figured to the nearest whole month.

### **SICK LEAVE GRANTED CIRCUMSTANCES**

- A. Physical incapacity not incurred in the line of duty.
- B. Personal illness, including health care appointments during working hours.
- C. Enforced quarantine of employee in accordance with community health regulations.
- D. Serious illness of an emergency nature of the immediate family (spouse, child, parent, sibling). "Emergency nature" generally refers to an unplanned illness, accident or unscheduled doctor's visit involving an urgent to life-threatening condition. Such emergency is normally considered to cover only one (1) 24-hour period. Thus, a maximum of eight (8) hours of sick leave could be authorized by the department superintendent and the City Administrator. However, up to a maximum of ten (10) calendar days may be approved in cases involving hospitalization for a "serious" or life-threatening condition and up to one (1) full day for outpatient testing which involves "serious" medical conditions.
- E. Family illness of the immediate family, up to one day (8 hours) sick leave could be authorized by the department superintendent and City Administrator. A maximum of five (5) days (40 hours) may be approved per year, but they are not to be used consecutively. Examples of family illness are as follows:
  - 1. The first day an employee's child becomes ill and must stay home from school or day care.
  - 2. Specialist appointments in-town and/or out-of-town.

Regular health care appointments for the immediate family, such as physicals, dental and eye exams are not considered family illness.

### **SICK LEAVE ADMINISTERED**

- A. Requests for sick leave should normally be made before an employee is regularly scheduled to report for duty.
- B. Sick leave shall be chargeable only when used on regularly scheduled work days or work periods and not on vacation time.
- C. Department superintendents have the right to verify the reported sickness of an employee and may require a doctor's certificate for absence due to



sickness. The certification must state the kind and nature of the sickness or injury and whether the employee has been incapacitated for work for said period of absence.

In individual cases, where there is sufficient reason to believe the employee is abusing the sick leave privileges, the employee will be first advised in writing that an acceptable medical certificate will be required for all future sick leave absences. This requirement shall be dropped, at the discretion of the superintendent, following an appropriate period free from apparent abuse. Abuse of sick leave shall be cause for disciplinary action up to and including dismissal.

#### **ACCUMULATION OF SICK LEAVE**

Unused credit for sick leave shall accumulate up to a maximum of eighty-four (84) days. Sick leave is provided for as an insurance against an employee's illness and inability to work. Upon termination of employment, for any reason, an employee shall not be paid for accumulated sick leave.

#### **CONVERSION OF SICK LEAVE**

Upon retirement an employee shall be paid one-half ( $\frac{1}{2}$ ) of their accumulated sick leave at their current hourly rate. A bona fide retirement shall be defined as a minimum age of fifty-five (55) and completed five (5) years of service.

Example:

Hourly wage \$15.00 per hour / accumulated sick leave is 10 days = to five (5) days pay out. Employees shall receive fifty (50%) percent of total sick leave accrued.

40 hours x \$15.00= \$600.00

### **EXCLUSIONS FROM SICK LEAVE**

Payment of salary for sick leave taken will not be made when the disability is prolonged by failure to seek appropriate medical treatment or failure to follow or comply with medical treatment prescribed or ordered by a physician or other relevant medical personnel.

Time off for disability will be charged first to accumulated sick leave and then to earned but unused vacation time accrued to anniversary date before any deduction from pay is made for time off. The charge to vacation time in lieu of a deduction from pay is at the option of the employee. Time off charged to sick leave or vacation time will in no way affect the accumulation of future sick leave or vacation time.

### **EMERGENCY LEAVE**

1. In case of death in the "immediate family", a regular employee may be granted a leave of absence with pay up to three (3) calendar days by the City Administrator. "Immediate family" is defined as spouse, child or parent.
2. In the case of death in the "family", a regular employee may be granted a leave of absence with pay up to three (3) calendar days by the City Administrator. "Family" is defined as father-in-law, mother-in-law, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, spouse's grandparent, and any other relative living in the same household.
3. If the situation warrants an extension, the department director may grant up to an additional three (3) calendar days. A written explanation must be filed with the City Administrator.
4. Employees may choose to use vacation time or C-time to attend funerals not included in paragraphs a & b, with prior approval of their superintendent and City Administrator.
5. With prior approval of their superintendent and the City Administrator, employees will be granted up to two (2) hours funeral leave to attend a funeral for a close friend, or relative not listed above. Employee must understand this is for

the funeral only. If more time is needed because the funeral is out of town, employee is to use C-time or vacation time.

#### **FUNERAL LEAVE**

When an employee serves as a pall bearer, or in some other way participates in a funeral ceremony, the employee will be granted the time off required to perform such duty, up to but not to exceed four (4) hours. Time not worked because of such an absence will not affect vacation or sick leave accrual.

#### **PERSONAL LEAVE**

Upon application in writing and with the recommendation of the superintendent and City Administrator, a full-time employee may be granted an unpaid leave of absence for a maximum of thirty (30) calendar days when such leave is required for personal reasons. At the end of the thirty (30) calendar days, if more time is needed, the possibility of an extension will be reviewed.

Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under the health and short-term disability insurance coverage and the sick leave plan of the City of Harlan. The City of Harlan reserves the right to require a Doctor's Statement.

#### **MILITARY LEAVE**

Military leave shall be provided and granted in accordance with applicable state and federal legislation.

### **JURY DUTY**

Employees on jury duty will receive their normal pay for regular work days spent on a jury panel. The employee shall submit the payment received from the court to the City Clerk's Office less any amount included for travel allowance or expense reimbursement. Such time off shall be counted as time on duty.

## **ARTICLE 17 NO STRIKE-NO LOCKOUT**

The Union and its members, individually and collectively agree that during the term of this Agreement they will not strike, cause a slowdown or work stoppage against the City, assist or participate in any such strike or work stoppage, or impose obligation to conduct, assist or participate in such activity. The City in return agrees that there shall be no lockout of the members of the Union.

## **ARTICLE 18 UNIFORM AND CLOTHING ALLOWANCE**

### **Police Officers**

The City will provide a uniform allowance to each employee in the amount of four hundred fifty dollars (\$450) per year for Police Officers upon the presentation of a proper receipt the purchase of approved clothing. In addition the City will provide Officers with:

Duty Belt	Holster
Cuff Case	Mag Case
Mace and Case	Key Holder
Baton Case	Glove Case
Flash Light Ring	Badge and Hat Badge
Collar Pieces	Name Plate and Pin Ware
Shoulder Patches	Service Weapon

Each Officer will be responsible for the purchase, maintenance and replacement of all other items including:

Shirts	Slacks
Hats	Coats
Tie and Tie Tac	Turtleneck or "Dickie"
Shoes/Boots	T-shirts
Baton	Gloves

Newly appointed Police Officers shall be reimbursed up to a maximum of \$900.00 for their purchase of new uniforms and equipment upon presentation of proper proof of purchase.

Officers appointed July through December shall receive the full \$450.00 during the next fiscal year. Officers appointed January through June shall receive one half ( $\frac{1}{2}$ ) of the \$450.00, or \$225.00, during the next fiscal year.

#### **Non-Police Employees**

The City will provide three hundred dollars (\$300) per year for all other regular full time employees in the bargaining unit upon presentation of a receipt or proof of purchase for the following work related items of clothing:

Pants	Shirts Long/Short sleeve
Gloves	Jackets
Coveralls	Parkas
Sweat Shirts	Overshoes/ Steel-toed boots

Newly appointed Non-police employees shall be reimbursed up to a maximum of \$400.00 for their purchase of new uniforms and equipment upon presentation of proper proof of purchase. Employees appointed July through December shall receive the full \$300.00 during the next fiscal year. Employees appointed January through June shall receive one half ( $\frac{1}{2}$ ) of the \$300.00, or \$150.00, during the next fiscal year.

## ARTICLE 19 INSURANCE

All regular full-time employees, effective on the first day of the first full month after completing thirty (30) days of employment are eligible to participate in the following benefits: Life Insurance, Accidental Death and Dismemberment, Dental Insurance, Weekly Indemnity Insurance, Hospital/Major Medical Insurance and Section 128 Cafeteria Plan. All regular full-time employees, after three (3) months of continuous service, are eligible to participate in Long Term Disability Insurance. The benefits under these programs, those in effect June 30, 2006, will remain generally comparable during the term of this Agreement with the following exceptions:

Deductibles shall be \$400 single / \$800 family

Employees shall pay the following percentage of the monthly health insurance premium through regular payroll deductions as follows:

Employee (single) coverage:

Six per cent (6%) of "single" premium per month.

Employee and dependent (family) coverage:

Eight per cent (8%) of the monthly premium for "family" coverage.

The City will pay the remainder of all premium coverage stated in this section. More detailed information of the coverage in this section is available in the applicable plan booklet.

Section 1.     DEPENDENT BENEFITS. All regular full-time employees, effective on the first day of the first full month after completing thirty (30) days of employment are eligible to have their dependents participate in the Dental Insurance and Hospital/Major Medical Insurance plan.

Section 2. WEEKLY INDEMNITY. All regular full-time employees, effective on the first day of the first full month after completing thirty (30) days of employment are eligible to for a limited health and accident insurance plan. This plan provides limited weekly benefits for periods of disability as a result of accident or disease. The benefits will be 60% of the employee's average weekly compensation subject to a minimum of \$35.00/week and a maximum of \$300.00/week for a maximum of 26 weeks.

Section 3. LONG TERM DISABILITY. All regular full-time employees, effective on the first day of the first full month after completing ninety (90) days of employment are eligible for a long-term health and accident insurance plan. This plan takes over where Weekly Indemnity quits and provides limited weekly benefits for periods of disability as a result of accident or sickness. The benefits will be 60% of the employee's monthly compensation subject to a minimum of \$50.00 and a maximum of \$1,500.00.

Section 4. LIFE INSURANCE. All regular full-time employees, effective on the first day of the first full month after completing thirty (30) days of employment are eligible for life insurance that is equal to 1 ½ times the employee's salary.

Section 5. ACCIDENTAL DEATH AND DISMEMBERMENT. All regular full-time employees, effective on the first day of the first full month after completing thirty (30) days of employment are eligible for an accidental death and dismemberment policy that is equal to the employee's annual salary.

Section 6. DENTAL INSURANCE. All regular full-time employees, effective on the first day of the first full month after completing thirty (30) days of employment are eligible for a dental plan. The plan is designed to assist employees in the payment of corrective and preventative dental care for both employees and their dependents.

Section 7. HOSPITAL/MAJOR MEDICAL INSURANCE. All regular full-time employees, effective on the first day of the first full month after completing thirty (30) days of employment are eligible for a comprehensive hospital and major medical plan. This plan is designed to assist the employees in the payment of costly and burdensome expense resulting from non-occupational illness and injuries, which involves hospital, surgical and medical charges. The plan covers both employees and their dependents.

Section 8. FLEXIBLE BENEFITS (CAFETERIA PLAN). All regular full-time employees, effective on the first day of the first full month after completing thirty (30) days of employment are eligible to participate in a Cafeteria Plan, also known as Flexible Benefits Plan. The Flex Plan can be used to reimburse you for any medical expense that is not covered by your medical plan. This may include deductibles, co-payments, vision care, hearing aids, routine physicals, dental expenses or braces. A more complete list of eligible expenses are available through the administrator of the health insurance plan, Auxiant, or the City Clerk.

Section 9. The employer will pay for a complete physical examination for all employees every 2 years. This physical will include lab work, chest x-ray, EKG, pap (female), TB skin test, hemocult (diagnostic), UA (to test for diabetes and anemia only), PSA (males, age 50 and over). Employees may be given hepatitis vaccinations and flu shots, at the employee's option, at no cost to the employee.

## **ARTICLE 20**

### **RELATED BENEFITS**

Section 1. DEFERRED COMPENSATION PLAN. All employees are eligible to participate in a plan, whereby a portion of wages may be withheld to provide for monthly payments on retirement, as well as death benefits in the event of death before retirement. Although FICA and IPERS contributions are made on the gross wage, the amount withheld for Deferred Compensation is not reported for income tax. The employee is subject to the payment of income tax when the monthly payments are received or the death benefit is paid. Details on this plan are available through the office of the City Clerk.



Section 2. SAFETY GLASSES. The Employer will provide a pair of prescription safety glasses for an employee, when safety glasses are required in the line of employment. However, the City will only purchase one (1) pair of safety glasses, per employee, every two (2) years. Included in the purchase will be the exam, lens, frame, tinting and scratch resistant coat.

\*In an effort to prevent vision impairment by continuous work at computer screens, prescription glasses will be provided every two (2) years. Included in the purchase will be the exam, lens, frame, tinting and scratch resistant coat.

## **ARTICLE 21**

### **SAVINGS CLAUSE**

Should any provision of this Agreement be held unlawful by a court of administrative agency of competent jurisdiction, all other provisions of this Agreement shall remain in full force for the duration of the Agreement. Any provisions held unlawful shall automatically be terminated. If replacement provisions are deemed necessary by the City or Union, they shall be negotiated immediately.

## **ARTICLE 22**

### **COMPLETE AGREEMENT AND WAIVER OF BARGAINING**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law in the area of bargaining and that the understandings and agreements reached are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each agree that the other shall not be obligated to bargain collectively with respect to any subject covered in this Agreement or with respect to any subject or matter not referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Article is subject to "Savings Clause". By agreement of the parties, this Article may be waived.

## ARTICLE 23 WAGES

Section 1. WAGES. Each employee shall be compensated with the following wage increase.

July 1, 2007 (1 ½ % increase)

July 1, 2008 (1 ½ % increase)

July 1, 2009 (1 ½ % increase)

July 1, 2010 (1 ½ % increase)

- Annual evaluation increases shall be two percent (2%)
- Employees shall be moved to the new equivalent range in Appendix A effective January 1, 2007 and every January there after.

Section 2. LONGEVITY. Each employee shall receive Longevity payments in recognition of their continuous service to the City in accordance with the following schedule.

\* Effective January 1, 2007

After completing 5 years of service through the 10th year	15¢ per hour
After completing 10 years of service through the 15th year	25¢ per hour
After completing 15 years of service through the 20th year	35¢ per hour
After completing 20 years of service through the 25th year	45¢ per hour
After completing 25 years of service through the 30 <sup>th</sup> year	55¢ per hour
After completing 30 years of service through the 35 <sup>th</sup> year	65¢ per hour
After completing 35 years of service through the 40 <sup>th</sup> year	75¢ per hour
And graduating 10 cents (\$.10) every five years thereafter	

\*Effective July 1, 2008 all levels of longevity shall receive additional five cents ( \$.05)

Section 3.

**RANGE AND PERFORMANCE EVALUATIONS**

Employees shall be provided a performance evaluation before January first (1<sup>st</sup>) each year. An evaluation of "performance is usually average and acceptable" or higher will result in the employee receiving a 2% range increase within their respective pay range until reaching the top of that range. A copy of the evaluation, signed by both the employee and the supervisor and City Administrator, shall be given to the employee and one also placed in the employee's personnel file. The employee may attach additional comments to the evaluation form.

In the event an employee receives a lower rating and is therefore denied a range increase that action is subject to the grievance procedure.

Special performance evaluations may be conducted by the supervisor at any time deemed necessary by the supervisor but no more than three (3) times per year.

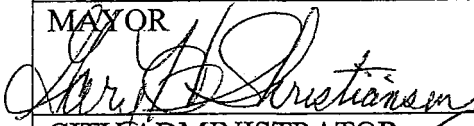
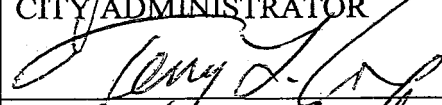
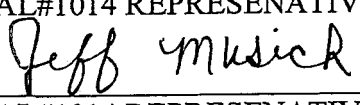
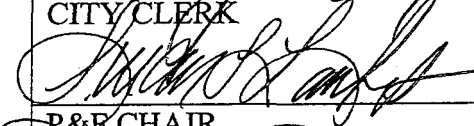

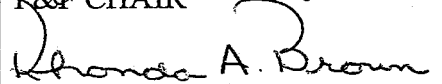
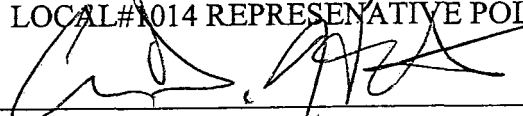
Any changes in this evaluation process shall be mutually agreed to by the City and the Union.

All employees on the City of Harlan payroll shall receive their annual performance evaluation on or about January 1 each year.

# **ARTICLE 24** **DURATION OF AGREEMENT**

This Agreement shall be effective on July 1, 2007 and shall remain in full force and effect until its expiration date on June 30, 2011.

IN WITNESS WHEREOF, this Agreement has been reached and executed by both parties, on this 19th day of December, 2006.

FOR THE CITY OF HARLAN	FOR THE UNION
MAYOR 	AFSCME IOWA COUNCIL 61 REPRESENTATIVE
CITY ADMINISTRATOR 	LOCAL #1014 REPRESENTATIVE PUBLIC WORKS 
CITY CLERK 	LOCAL #1014 REPRESENTATIVE PUBLIC WORKS 
R&F CHAIR 	LOCAL #1014 REPRESENTATIVE POLICE 

**ARTICLE 24  
DURATION OF AGREEMENT**

This Agreement shall be effective on July 1, 2007 and shall remain in full force and effect until its expiration date on June 30, 2011.

IN WITNESS WHEREOF, this Agreement has been reached and executed by both parties, on this 19th day of December, 2006.

FOR THE CITY OF HARLAN		FOR THE UNION
MAYOR <i>[Signature]</i>	APRCMB IOWA COUNCIL 61 REPRESENTATIVE <i>Rella Baird Riptail</i>	
CITY ADMINISTRATOR <i>[Signature]</i>	LOCAL #1014 REPRESENTATIVE PUBLIC WORKS <i>Jeff Musick</i>	
CITY CLERK <i>[Signature]</i>	LOCAL #1014 REPRESENTATIVE PUBLIC WORKS <i>[Signature]</i>	
RAP CHAIR <i>Rhonda A. Brown</i>	LOCAL #1014 REPRESENTATIVE POLICE <i>[Signature]</i>	

**APPENDIX A  
EFFECTIVE JANUARY 1, 2007**

<b>LEVEL</b>	<b>PAY RANGE</b>
<b>UNION RANGE I</b>	<b>\$27,423.00 ----\$40,748.00</b>
<b>Job Title</b>	
Municipal Service Worker (Streets)	
<b>UNION RANGE II</b>	<b>\$28,496.00 ----\$41,821.00</b>
<b>Job Title</b>	
Light Equipment Operator (Streets)	
WWTP Sludge Handling Operator (Streets)	
WWTP Mechanic	
Street Shop Foreman	
Heavy Equipment Operator (Streets)	
<b>UNION RANGE III</b>	<b>\$31,449.00 ----\$44,774.00</b>
<b>Job Title</b>	
Assistant Superintendent WWTP	
Assistant Superintendent Street Dept.	
Assistant Superintendent Parks	
Police Patrolman	
<b>UNION RANGE IV</b>	<b>\$33,883.00 ----\$47,208.00</b>
<b>Job Title</b>	
Sr. Police Officer	
Patrol Investigator	